

1 Cary S. Kletter (SBN 210230)  
2 KLETTER LAW FIRM  
3 1900 S. Norfolk Street, Suite 350  
San Mateo, CA 94403  
Tel: (415) 434-3400

4 Elnaz Masoom (SBN 266106)  
THE MASOOM LAW OFFICE  
5 1625 The Alameda, Suite 800  
San Jose, CA 95126  
6 Tel: (408) 559-3191

7 Attorneys for Plaintiff  
CHANEL GORDON

9 Leah C. Lively (SBN 197636)  
10 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.  
11 222 SW Columbia Street, Suite 1500  
Portland, Oregon 97201  
12 Tel: (503) 552-2140

12 Jill V. Cartwright (SBN 260519)  
OGLETREE DEAKINS, NASH, SMOAK & STEWART, P.C.  
13 Steuart Tower, Suite 1300  
One Market Plaza  
14 San Francisco, CA 94105  
Tel: (415) 442-4810

15 Attorneys for Defendant  
16 HOME DEPOT U.S.A., INC., erroneously sued as  
THE HOME DEPOT U.S.A., INC.

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA – SAN JOSE**

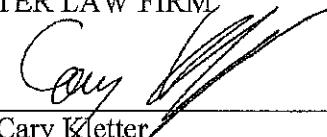
20 CHANEL GORDON, ) CASE NO. CV 11-06294 RMW  
21 Plaintiff, )  
22 vs. ) STIPULATION TO DISMISS PURSUANT  
23 THE HOME DEPOT et al., ) TO FRCP 41(A)(1)  
24 Defendant. )  
25 ) OEPÖÄÜÜÖÖÜ  
 ) Action Filed: November 8, 2011  
 ) Trial Date: March 25, 2013

1       **IT IS HEREBY STIPULATED** by and between the parties to this action through their  
2 designated counsel that the above-captioned action be and is hereby dismissed with prejudice  
3 pursuant to Federal Rule of Civil Procedure 41(a)(1). The parties have entered into a settlement  
4 agreement that already addresses each party's obligations regarding the payment of fees and  
5 costs.

6 Dated: December 3, 2012

KLETTER LAW FIRM

7 By:

  
Cary Kletter

8  
9 Attorneys for Plaintiff  
10 CHANNEL GORDON

11 Dated: December \_\_, 2012

THE MASOOM LAW OFFICE

12

By:

Elnaz Masoom

13

14 Attorneys for Plaintiff  
15 CHANNEL GORDON

16 Dated: December \_\_, 2012

17 OGLETREE, DEAKINS, NASH, SMOAK &  
18 STEWART, P.C.

19

By:

Leah C. Lively  
Jill V. Cartwright

20

21 Attorneys for Defendant  
22 HOME DEPOT U.S.A., INC., erroneously  
23 sued as THE HOME DEOPT U.S.A., INC.

24

**SIGNATURE ATTESTATION**

25 Pursuant to Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this

26 document has been obtained from the other signatories.

27 DATED: December \_\_, 2012

28 By:

Jill V. Cartwright

1           **IT IS HEREBY STIPULATED** by and between the parties to this action through their  
2 designated counsel that the above-captioned action be and is hereby dismissed with prejudice  
3 pursuant to Federal Rule of Civil Procedure 41(a)(1). The parties have entered into a settlement  
4 agreement that already addresses each party's obligations regarding the payment of fees and  
5 costs.

6 Dated: December \_\_\_, 2012

KLETTER LAW FIRM

7           By:

8                         Cary Kletter

9                         Attorneys for Plaintiff  
10                         CHANEL GORDON

11 Dated: December 17, 2012

THE MASOOM LAW OFFICE

12           By:    /s/ Elnaz Masoom  
13                         Elnaz Masoom

14                         Attorneys for Plaintiff  
15                         CHANEL GORDON

16 Dated: December 17, 2012

17                         OGLETREE, DEAKINS, NASH, SMOAK &  
18                         STEWART, P.C.

19           By:    /s/ Jill V. Cartwright  
20                         Leah C. Lively  
21                         Jill V. Cartwright

22                         Attorneys for Defendant  
23                         HOME DEPOT U.S.A., INC., erroneously  
24                         sued as THE HOME DEOPT U.S.A., INC.

25                         **SIGNATURE ATTESTATION**

26                         Pursuant to Civil Local Rule 5-1(i)(3), I attest that concurrence in the filing of this  
27                         document has been obtained from the other signatories.

28 DATED: December 17, 2012

By:    /s/ Jill V. Cartwright  
                       Jill V. Cartwright

## ORDER

The Court having read and considered the foregoing request and stipulation, and with good cause appearing, this action is dismissed with prejudice. The Court acknowledges that the parties have entered into a settlement agreement that addresses the payment of their respective fees and costs.

**IT IS SO ORDERED**

Dated: **FGD F D G**

Ronald M. Whyte

UNITED STATES DISTRICT COURT JUDGE

13719945.2 (OGLETREE)